

## **CONSTRUCTION CONTRACTS**

- 15. Accept and authorize the Chairman to execute the Certificate of Final Completion for CC-1231-04/BJC – Landfill Gas Management System Expansion Phase II Cell 2B with Shaw – EMCON/OWT, Inc., Brecksville, Ohio (Certificate of Completion).**

CC-1231-04/BJC provided for all labor, materials, equipment, transportation and incidentals necessary for the installation of additional gas extraction wells including all necessary piping and condensate management. As of July 15, 2005, all work and documentation have been satisfactory completed. Environmental Services and Fiscal Services/Purchasing and Contracts Division recommend the Board approve the acceptance and authorize the Chairman to execute the Certificate of Completion.

OCT - 4 2004

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Agreement Title: CC-1231-04 / TLR  
↓  
County Contract No.: Landfill Gas Management System Expansion Phase II Cell 2B  
Project: 2004 PROJECT  
Contractor: SHAW - EMCON/OWT INC.  
Agreement for \$179,790.00 Agreement Date: August 5, 2004

This Certificate of Substantial Completion applies to all work under the Contract Documents or the following specified parts thereof:

To: S2L, Incorporated  
Engineer  
And to Shaw - EMCON/OWT, Inc.  
Contractor

The work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially completed in accordance with the Contract Documents on:

September 30, 2004  
Date of Substantial Completion

A list of times to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete and warrant all the Work in accordance with the Contract Documents. All items on the list SHALL be completed or corrected by CONTRACTOR within thirty ( 30 ) day of the above date of Substantial Completion.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on September 30, 2004

S2L, Inc.

Engineer

By: William J. Edwards, P.E.

CONTRACTOR accepts this Certificate of Substantial Completion

On September 30, 2004.

SHAW EMCON/OWT

Contractor

By: Johnny Meier

Executed by COUNTY'S Project Manager on September 30, 2004.

[Signature]  
Project Manager

## SEMINOLE COUNTY CERTIFICATE OF FINAL INSPECTION

Agreement Title: Landfill Gas Manager + System Expansion Phase II Cell 2B

COUNTY Contract No. CC - 1231 - 04 / TLR

To: CONTRACTOR SHAW-EMCON/OWT, Inc.

Project Manager \_\_\_\_\_

A joint inspection of the Work described in the Contract Documents has been made by the COUNTY and the CONTRACTOR on 10/1/04 in accordance with Section 14 of the General Conditions, and is accepted by the COUNTY, subject to the provisions of subsection 13.11 of the General Conditions, or for a period of warranty as otherwise agreed upon and attached.

Accepted by:

CONTRACTOR

Johnny Meier  
Contractor by

Lillian J. Edwards, P.E.  
Engineer by

Reviewed by:

Johnny Roberts  
for Contracts Supervisor

July 15, 2005  
Date

AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell 2B

COUNTY CONTRACT NO.: CC-1231-04/TLR

AGREEMENT DATE: August 5, 2004

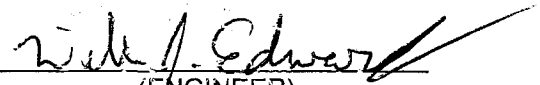
PROJECT: Landfill Gas Management System, Expansion Phase II Cell 2B

### CERTIFICATE OF ENGINEER

I CERTIFY, that the Work under the above named Agreement has been satisfactorily completed under the terms of the Contract Documents that the Project is recommended for occupancy by the County; that the CONTRACTOR has submitted satisfactory evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the Contract Documents.

Agreement Date	<u>August 5, 2004</u>
CONTRACTOR Notified to Proceed	<u>August 10, 2004</u>
Days allowed by Agreement*	<u>60</u>
Extensions Granted by C.O.	<u>0</u>
Total Days Allowable	<u>60</u>
Scheduled Completion Date	<u>October 8, 2004</u>
Work Began	<u>August 11, 2004</u>
Project Substantially Completed	<u>September 30, 2004</u>
Days to Complete	<u>52</u>
Underrun	<u>8</u>
Overrun	<u>0</u>

Date: 3/25/2005

By:   
(ENGINEER)

\* 60 days – Substantial Completion  
90 days – Final Completion

CERTIFICATE OF FINAL COMPLETION

AGREEMENT TITLE: Landfill Gas Management System, Expansion Phase II Cell 2B

COUNTY CONTRACT NO.: CC-1231-04/TLR

PROJECT: Landfill Gas Management System, Expansion Phase II Cell 2B

CONTRACTOR: SHAW – EMCON/OWT, Inc.

AGREEMENT FOR: \$179,790 AGREEMENT DATE: August 5, 2004

This Certificate of Final Completion applies to all Work under the Contract Documents.

TO: S2L, Incorporated

Will P. Edman  
ENGINEER

6/10/05

TO: SHAW – EMCON/OWT, Inc.

Joe P. Monahan  
CONTRACTOR

3/28/05

TO: \_\_\_\_\_

SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

The Work to which this Certificate applies has been inspected by authorized representatives of CONTRACTOR, and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

January 6, 2005

DATE OF FINAL COMPLETION

\_\_\_\_\_  
This certificate constitutes an acceptance of Work excepting latent defects, warranty work, maintenance, and other post Final Completion obligations of the CONTRACTOR under the Contract Documents.

Executed by ENGINEER ON July 20, 2005  
S2L, Incorporated.  
ENGINEER

BY: William J. Edwards, P.E.

CONTRACTOR accepts this certificate of Final Completion on July 19, 2005.

SHAW ENVIRONMENTAL, INC.  
CONTRACTOR

BY: Joe P. Alonso 7/19/05

COUNTY accepts this Certificate of Final Completion on \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Clerk of the Board of  
County Commissioners of  
Seminole County, Florida

BY: \_\_\_\_\_, Chairman

Date: \_\_\_\_\_

## CONTRACTOR'S RELEASE

Agreement Title: LANDFILL GAS MANAGEMENT SYSTEM  
EXPANSION PHASE II CELL 2B

County Contract No.: CC-1231-04/TLR

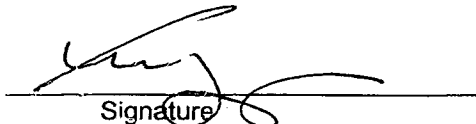
Note: This CONTRACTOR's Release must be submitted simultaneously with the CONTRACTOR's request for Final Payment and Subcontractor Affidavits.

BEFORE ME, the undersigned authority is said County and State, appeared STEPHEN R. MARTIN who, being duly sworn and personally know to me, deposes and says that he/she is VICE PRESIDENT of SHAW ENVIRONMENTAL, INC a company and/or corporation authorized to do business under the laws of Florida, which is the CONTRACTOR on CC-1231-04/TLR, located in Seminole County, Florida, dated the 5<sup>th</sup> day of AUGUST, 2004, that the deponent is duly authorized to make this affidavit by resolution of the Board of Directors of said company and/or corporation; that deponent knows of their own knowledge that said Agreement has been complied with in every particular by said CONTRACTOR and that all parts of the Work have been approved by the COUNTY's Engineer; that there are no bills remaining unpaid for labor, Materials, or otherwise, in connection with said Agreement and Word, and that there are no suits pending against the undersigned as CONTRACTOR or anyone in connection with the Work done and Materials furnished or otherwise under this Agreement. Deponent further says that the final estimate in the amount of \$ 164,171.48 which has been submitted to the COUNTY simultaneously with the making of this affidavit constitutes all claims and demands against the COUNTY on account of said Agreement or otherwise, and that acceptance of the sum specified in said final estimate in the amount of \$ 164,171.48 will operate as a full and final release and discharge of the COUNTY from any further claims, demands or compensation by CONTRACTOR under the above Agreement. Deponent further agrees that all guarantees under this Agreement shall start and be in full force from the date of this release as spelled out in the Contract Documents.

State of LOUISIANA )  
County of EAST ) ss  
BATON ROUGE

  
Affiant

The foregoing instrument was acknowledged before me this 17 day of MAY, 2005, by STEPHEN MARTIN, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Signature

Print name: RANDALL GREGORY  
Notary Public in and for the County and  
State Aforementioned #22401

My commission expires: At Death



# CONTRACTOR'S WAIVER OF LIEN (Final and Complete)

Copy of Affidavit To Be Presented With CONTRACTOR'S Request For Final Payment

State of LOUISIANA <sup>PARISH</sup>  
~~County of~~ EAST BATON ROUGE

STEPHEN R. MARTIN, being duly sworn according to law, deposes and says that he is the VICE PRESIDENT (Title of Office of SHAW ENVIRONMENTAL, INC.) CONTRACTOR in a Contract entered into between the CONTRACTOR and COUNTY for the CC-1221-04 / TLR and that he is authorized to and does make this affidavit in behalf of said Contractor.

The Affiant further deposes and says:

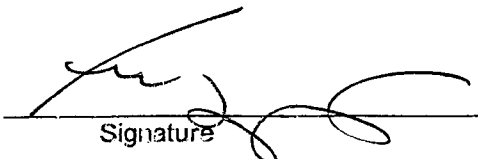
1. That all Work has been performed in accordance with the terms of the Contract Documents, the CONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the CONTRACTOR is not indebted to any person or laborer or Materials used in connection with the Work in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. That all Bonds and insurance policies required under the Contract Documents are presently in effect and shall not be permitted to expire for the time periods required by the Contract Documents.
5. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

  
Signature of Affiant

VICE PRESIDENT  
Title

State of LOUISIANA )  
County of EAST BATON ROUGE ) ss

The foregoing instrument was acknowledged before me this 17 day of May, 2005, by STEPHEN MARTIN, who is personally known to me ~~or who has~~ produced \_\_\_\_\_ as identification.

  
Signature

Print name: Kenneth Gregory  
Notary Public in and for the County and State Aforementioned # 22401

My commission expires: AT 2007

**SUBCONTRACTOR'S WAIVER OF LIEN (Final and Complete)**Copy of Affidavit To Be Presented With <sup>Vendor</sup> CONTRACTOR'S Request For Final PaymentState of FloridaCounty of VolusiaKira Russell, being duly sworn according to law, deposes and says that <sup>She</sup> he is the ASST. C.M. (Title of Office of Conrad Yelvington Dist. Inc.)SUBCONTRACTOR/Vendor in a Contract entered into between the CONTRACTOR and COUNTY for the OSCEOLA ROAD SIDEWALK IMPROVEMENT PROJECT and that he is authorized to and does make this affidavit in behalf of said Subcontractor. <sup>(Don't Profit)</sup>  
Vendor

The Affiant further deposes and says:

1. That all Work has been performed in accordance with the terms of the Contract Documents, the SUBCONTRACTOR alone has made all subcontracts, and the CONTRACTOR and his subcontractors have purchased all Materials and fixtures and employed all labor in the performance of the Work.
2. That all laborers, materialmen, mechanics, manufacture and subcontractors who have furnished services, labor, fixtures or materials or any one or all of these items have been satisfied and paid in full for the Work performed, materials, fixtures, or services supplied. That the SUBCONTRACTOR is not indebted to any person or laborer or Materials used in connection with such Project in any amount whatsoever.
3. That there are no outstanding claims of any nature, contractual or otherwise, or for any personal injury, death or property damage, arising from or associated with the performance of the Work that might be the basis of any claim, suite, lien or demand that could be asserted against either the COUNTY or the CONTRACTORS.
4. This affidavit is made for the purpose of inducing the COUNTY to make Final Payment, and acceptance of such Final Payment by CONTRACTOR shall release the COUNTY from any further liability under the Contract Documents.

Kira Russell  
Signature of AffiantASST. C.M.  
TitleState of Florida )  
County of Volusia ) ssThe foregoing instrument was acknowledged before me this 28th day of March, 2005, by Kira Russell, who is personally known to me or who has produced \_\_\_\_\_ as identification.Carmen Sutton  
SignaturePrint name: \_\_\_\_\_  
Notary Public in and for the County and State AforementionedCARMEN SUTTON  
Notary Public, State of Florida  
My comm. expires Sept. 17, 2008  
Comm. No. DD 334112

My commission expires: \_\_\_\_\_

## CONSENT OF SURETY TO FINAL PAYMENT

The Insurance Company of the  
We, the State of Pennsylvania, having heretofore executed Performance  
and Payment Bonds for the above named CONTRACTOR covering the Projects as described above in  
the sum of \*\*\* Dollars (\$179,790.00) hereby agree that the COUNTY  
may make full payment of the final estimate, including the retained percentage, to said CONTRACTOR.  
The Surety concurs that full payment to the CONTRACTOR is appropriate and the Surety expressly  
releases the COUNTY from all liability to Surety resulting from full payment to CONTRACTOR.  
\*\*\*One Hundred and Seventy-nine Thousand, Seven Hundred and Ninety---00/100

It is fully understood that the granting of the right to the COUNTY to make payment of the final estimate to said CONTRACTOR and /or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Projects.

IN WITNESS WHEREOF, the Surety has caused this instrument to be executed on its behalf of its Contractor-and its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this 25<sup>th</sup> day of May 2005.

Final Contract Amount: One Hundred and Sixty-four Thousand, One Hundred and Seventy-one-----48/100 (\$164,171.48)

THE INSURANCE COMPANY OF THE STATE  
**Surety Company** OF PENNSYLVANIA

WENDY LEE WADKINS

**(Power of Attorney must be attached if executed by Attorney-in-Fact)**

State of PA )  
 ) ss  
County of Delaware )

The foregoing instrument was acknowledged before me this 25th day of May,  
2005, by \*\*\*, who is personally known to me or who has  
produced her drivers license as identification.

\*\*\*Wendy Lee Wadkins Attorney-In-Fact for The Insurance  
- Company of the State of Pennsylvania

Signature

Print name: Carla M. Kime  
Notary Public in and for the County and  
State Aforementioned

Notarial Seal  
Carla M. Kirms, Notary Public  
Radnor Twp., Delaware County  
My Commission Expires Oct. 28, 2008  
Member, Pennsylvania Association Of Notaries

My commission expires: October 26, 2006

**The Insurance Company of the  
State of Pennsylvania**

Executive Offices  
70 Pine Street  
New York, NY 10270

**STATUTORY  
FINANCIAL STATEMENT**

as of DECEMBER 31, 2003

ASSETS		LIABILITIES	
Bonds.....	\$ 492,697,185	Reserve for Losses and Loss Expense \$	912,331,733
Stocks.....	855,276,094	Reserve for Unearned Premiums.....	450,888,758
Collateral Loans.....	.	Reserve for Expenses, Taxes, Licenses and Fees.....	12,909,379
Cash & Short-Term Investments.....	20,441,625	Provision for Reinsurance .....	49,617,518
Agents' Balances or Uncollected Premiums...	49,420,058	Funds Held Under Reinsurance	
Funds Held by Ceding Reinsurers .....	164,189,519	Treaties .....	183,951,774
Reinsurance Recoverable on Loss Payments.	165,821,528	Other Liabilities.....	85,853,634
Equities & Deposits in Pools & Associations.	54,581,443	Capital Stock.....	5,005,500
Other Admitted Assets .....	717,347,868	Surplus .....	819,217,024
<b>TOTAL ASSETS .....</b>	<b>\$ 2,519,775,320</b>	<b>TOTAL POLICYHOLDERS' SURPLUS .....</b>	<b>824,222,524</b>
		<b>TOTAL LIABILITIES AND POLICYHOLDERS' SURPLUS .....</b>	<b>\$ 2,519,775,320</b>

Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners. Securities carried at \$ 104,545,469 in the above statement are deposited as required by law or otherwise pledged.

**CERTIFICATE**

Kristian P. Moor, President, and Robert J. Beier, Comptroller, of The Insurance Company of the State of Pennsylvania being duly sworn, each for himself deposes and says that they are the above described officers of the said Company and that on the 31st day of December, 2003, the Company actually possessed the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as hereinbefore indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of said Company on the 31st day of December, 2003, according to the best of their information, knowledge and belief respectively.

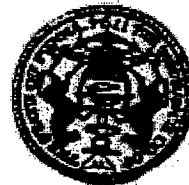
President

Comptroller

STATE OF NEW YORK  
COUNTY OF NEW YORK

} ss.:

On this 17 day of March, 2004, before me came the above named officers of The Insurance Company of the State of Pennsylvania to me known to be the individuals and officers described herein, and acknowledged that they executed the foregoing instrument and affixed the seal of said corporation thereto by authority of their office.



31077 (3/03)

JOHN K. SCHILD  
Notary Public, State of New York  
No. 01SC5053075  
Qualified in Kings County  
Commission Expires Dec. 11, 2005

POLICYHOLDER DISCLOSURE STATEMENT  
UNDER  
TERRORISM RISK INSURANCE ACT OF 2002

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), we are providing this disclosure notice for bonds for which a member company of the American International Companies is the surety. "Terrorism" is defined in the Act as an act certified by the Secretary of the Treasury (i) to be an act of terrorism, (ii) to be a violent act or an act that is dangerous to (A) human life; (B) property or (C) infrastructure, (iii) to have resulted in damage within the United States, or outside of the United States in case of an air carrier or vessel or the premises of a U.S. mission and (iv) to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. You should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism and thus covered by this law is final and not subject to review. There is a \$100 billion dollar annual cap on all losses resulting from Acts of Terrorism above which no coverage will be provided under this policy and under the Act unless Congress makes some other determination.

For your information, coverage provided by this policy for losses caused by an Act of Terrorism may be partially reimbursed by the United States under a formula established by the Act. Under this formula the United States pays 90% of terrorism losses covered by this law exceeding a statutorily established deductible that must be met by the insurer, and which deductible is based on a percentage of the insurer's direct earned premiums for the year preceeding the Act of Terrorism.

Acts of Terrorism are not excluded from any surety bonds issued on your behalf and your charge for Terrorism coverage is 0% of what would have been your final premium.

**The Insurance Company of the State of Pennsylvania**

Principal Bond Office: 175 Water Street, New York, NY 10038

**POWER OF ATTORNEY**

No. 01-B-03386

**KNOW ALL MEN BY THESE PRESENTS:**

That The Insurance Company of the State of Pennsylvania, a Pennsylvania corporation, does hereby appoint

---Joseph J. Kent, William Hyndman, IV, Frank J. Mason, Christopher F. Mulvaney, Mark V. Niemeyer,  
Leonard J. Powell, Jr., Wendy Lee Wadkins, Jane L. Cole: of Radnor, Pennsylvania---

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the company thereby.

**IN WITNESS WHEREOF**, The Insurance Company of the State of Pennsylvania has executed these presents



this 30<sup>th</sup> day of March, 2005

Vincent P. Forte, Vice President

STATE OF NEW YORK }  
COUNTY OF NEW YORK}ss.

On this 30<sup>th</sup> day of March, 2005 before me came the above named officer of The Insurance Company of the State of Pennsylvania, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of his office.

STEPHEN LEACH  
Notary Public, State of New York  
No. 01-LE4816242  
Qualified in Westchester County  
Commission Expires July 31, 2006

**CERTIFICATE**

Excerpts of Resolution adopted by the Board of Directors of The Insurance Company of the State of Pennsylvania, on May 18, 1976:

"**RESOLVED**, that the Chairman of the Board, the President, or any Vice President be, and hereby is, authorized to appoint Attorneys-in-Fact to represent and act for and on behalf of the Company to execute bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, and to attach thereto the corporate seal of the Company, in the transaction of its surety business;

"**RESOLVED**, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof;

"**RESOLVED**, that any such Attorney-in-Fact delivering a secretarial certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact."

I, Elizabeth M. Tuck, Secretary of The Insurance Company of the State of Pennsylvania, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the facsimile seal of the corporation



this 25<sup>th</sup> day of May, 2005

Elizabeth M. Tuck, Secretary

**MATERIAL AND WORKMANSHIP BOND  
(10% of Final Contract Price)****KNOW ALL MEN BY THESE PRESENTS:**

**THAT WE** Shaw Constructors, Inc., hereinafter referred to as a "Principal" and \*\*\*, hereinafter referred to as "Surety" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY in the sum of ten percent (10%) of the Contract Price as adjusted under the Contract Documents \$ 17,979.00 for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

\*\*\*The Insurance Company of the State of Pennsylvania

**WHEREAS**, Principal has constructed certain improvements and other appurtenances in that certain Project described as Osceola Road Solid Waste Management Facility Landfill Gas Management System Expansion Phase II Cell 2B (2004 Project) (CC-1231-04/TLR); and

**WHEREAS**, the aforesaid improvements were made pursuant to an Agreement dated \_\_\_\_\_, 20\_\_\_\_, and filed with the Purchasing Division of Seminole County; and

**WHEREAS**, Principal is obligated to protect the County against any defects resulting from faulty Materials or Workmanship of said improvements for a period of two (2) years from the date of Final Completion under the Contract Documents.

**NOW THEREFORE**, the conditions of this obligation is such that if Principal shall promptly and faithfully protect the County against any Defects resulting from faulty Materials and Workmanship of the aforesaid improvements for a period of two (2) years from the date of Final Completion, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County shall notify the Principal in writing of any Defect for which the Principal is responsible and shall specify in said notice a reasonable period of time within which Principal shall have to correct said Defect.

The Surety unconditionally covenants and agrees that if the Principal fails to perform, within the time specified, the Surety, upon thirty (30) days written notice from County, or its authorized agent or officer, of the failure to perform will correct such Defect or Defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the Surety fail or refuse to correct said Defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, shall have the right to resort to any and all legal remedies against the Principal and Surety and either, both at law and in equity, including specifically, specific performance to which the Principal and Surety unconditionally agree.

The Principal and Surety further jointly and severally agree that the COUNTY at its option, shall have the right to correct said Defects resulting from faulty Materials or Workmanship, or, pursuant to public advertisement and receipt of Bids, cause to be corrected any Defects or said Defects in case the Principal shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the Principal and the Surety shall jointly and severally hereunder reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the Principal to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed this Bond this 26th  
day of May, 20 04.

Address:

6910 Treeline Drive  
Suite F  
Brecksville, Ohio 44141

SHAW CONSTRUCTORS, INC. (SEAL)

Principal

By: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

ATTEST: \_\_\_\_\_ Its: \_\_\_\_\_  
(If a Corporation)

Address:

70 Pine Street  
New York, New York 10270

THE INSURANCE COMPANY OF THE STATE OF  
PENNSYLVANIA (SEAL)

Surety

By: Wendy Lee Wadkins

Its Attorney-in-Fact

WENDY LEE WADKINS

Phone No. 212-458-1333

Fax No. 866-721-2353

ATTEST: Mark V. Niemeyer

Note: Date of the Bond must not be prior to the date of Final Completion. If Principal is a partnership, all partners shall execute the Bond. If Principal is a joint venture, then all venturers shall execute the Bond.

Attach a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of this Maintenance Bond on behalf of Surety.